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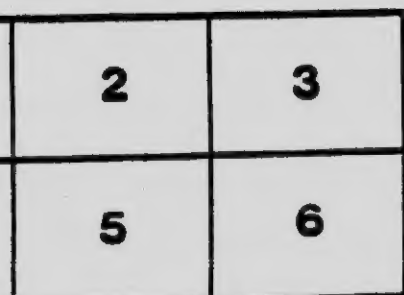
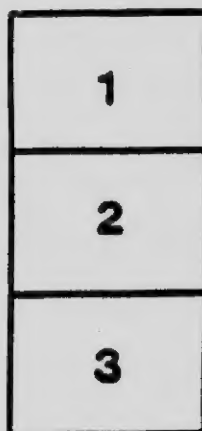
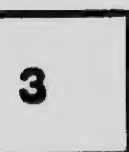
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# *Prospectus*

This Prospectus has been filed with the Registrar  
of Joint Stock Companies

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## **Fidelity Oil and Gas Company, Limited**

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*(Non-personal Liability)*

Incorporated under "The Companies Ordinance"  
and amendments thereto.

**Head Office:—102 Ninth Ave. W.**

**CALGARY**

**ALBERTA**

# PROSPECTUS

(This Prospectus has been filed with the Registrar  
of Joint Stock Companies)

## Fidelity Oil and Gas Company, Limited

(Non-Personal Liability)

(Incorporated under "The Companies Ordinance"  
and amendments thereto)

### CAPITAL

The Capital of the Company is One Million Dollars,  
divided into 1,000,000 shares of One Dollar each

### DIRECTORS

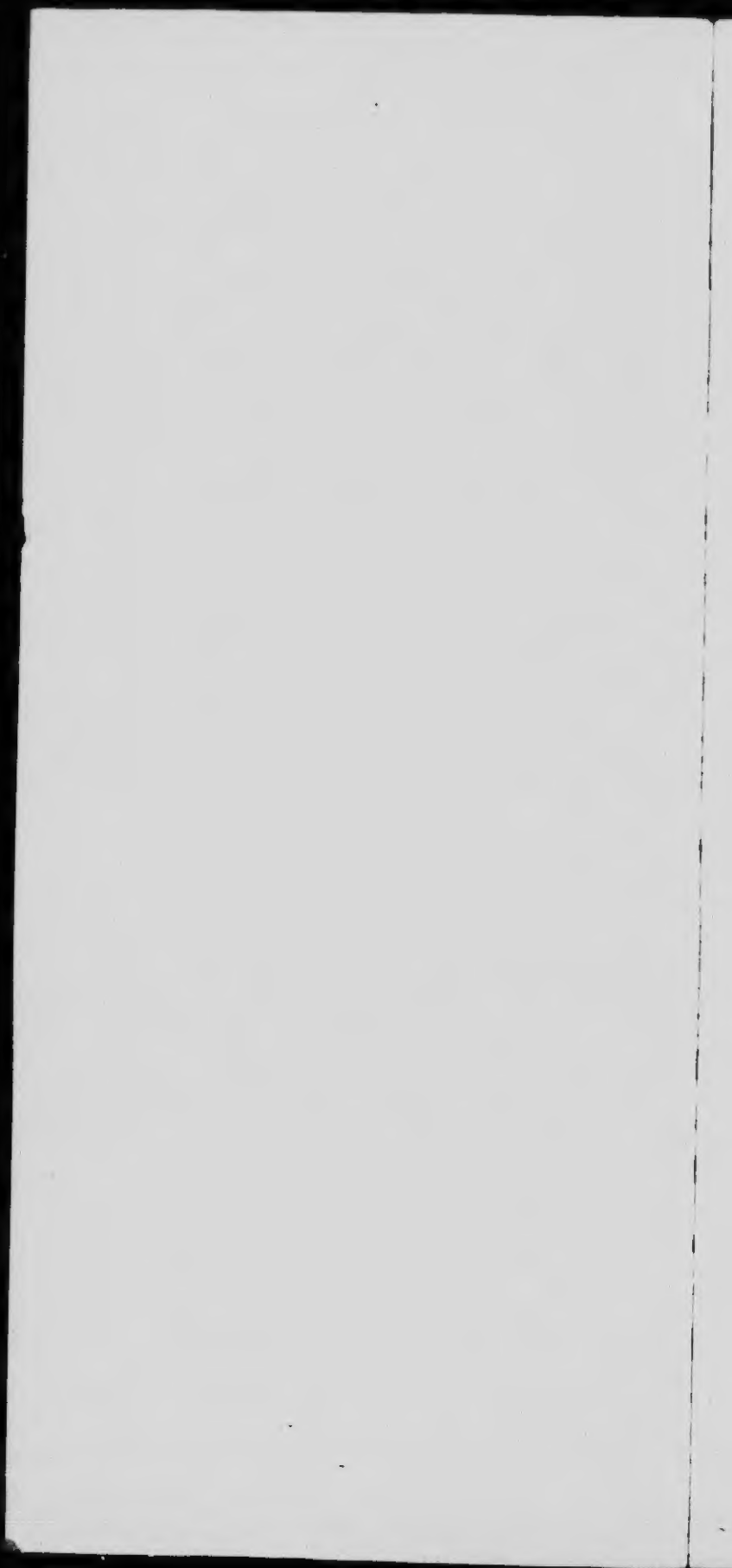
|                                    |       |            |
|------------------------------------|-------|------------|
| H. A. Simpson, Calgary, Alberta    | - - - | Broker     |
| Frank Cashman, Calgary, Alberta    | - -   | Merchant   |
| G. M. Hodges, Calgary, Alberta     | - - - | Merchant   |
| P. L. Richardson, Calgary, Alberta | - -   | Merchant   |
| J. J. MacDonald, Calgary, Alberta  | - -   | Barriester |
| W. R. Richardson, Calgary, Alberta | -     | Merchant   |
| Richard Bate, Calgary, Alberta     | - - - | Solicitor  |

### SOLICITORS

The Solicitor of the Company is:—  
J. J. MacDONALD  
303-304 Beveridge Building  
Calgary, Alberta

### HEAD OFFICE

The Head Office of the Company is situated at  
102 Ninth Avenue West, Calgary, Alberta



# PROSPECTUS



The contents of the Memorandum and Articles of Association and the names, occupations and addresses of the signatories and the number of shares subscribed by them respectively, are as follows:—

1. The name of the Company is the "FIDELITY OIL & GAS COMPANY, LIMITED."

2. The registered office of the Company is situated in the City of Calgary in the Province of Alberta.

3. The objects for which the Company is established are:

(a) To purchase, take on lease, or otherwise acquire any lands, farms, oil, gas, or petroleum-bearing properties and any interest, license, agreement, right, or option therein and any rights to prospect for, or take or win oil, gas or any other minerals from any such lands, and to bore or to sink wells for obtaining oil or gas, and any other rights over the same, and to explore, work, exercise, develop and turn to account the same.

(b) To carry on the business of a financial, prospecting and exploring association, and to buy and sell stocks and shares and debentures, and to undertake and carry on any business, transaction or operation in connection with any oil-bearing or mineral properties or rights. And to carry on all or any of the businesses of dealers in any refiners of petroleum and other mineral oils and products thereof, mine owners, merchants, carriers, wharfingers, manufacturers, ship builders, barg owners, lightermen, factors and brokers in all or any of their respective branches, and to trade or turn to account in any other manner any petroleum or other oil product thereof.

(c) To work, pump, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, prepare for market, transport and convey oil, petroleum, oleaginous substances, oil shales, coal, lignites, bitumen, naphthas, mineral waxes, gas and mineral substances of all kinds, and to carry on any other mineral operations which may seem conducive to any of the Company's objects.

(d) To buy, sell, manufacture, deal in minerals, plant including tank vessels, locomotives, wagons, tanks, carts and other rolling stock, and otherwise to provide for the conveyance of oil and movable property of all kinds, and to purchase or otherwise acquire any shares or interests in any ships or vessels.

(e) To engage in the business of dealers in natural gas for illuminating, power or other purposes and for such purposes to enter into any contracts, engagements or agreements with any Government,

Municipality, corporation or person for the supplying of natural gas for the purpose of power, illumination or other purpose whatever.

(f) To acquire, construct, equip, maintain and operate a gas lighting plant or plants, or enter into any negotiations or contracts with any Municipality or any Government for the right of way of the Company's gas pipes for the conveying of natural gas for lighting or other purposes and to sell, let or otherwise dispose of or deal with such plant or plants.

(g) To acquire, construct, equip, maintain and operate a pipe line or pipe lines for the conveying of petroleum either crude or refined or any of its products or by-products and to enter into any negotiations or contracts with any Municipality or Government for the right of way to use any streets, highway or public place for the right of way for such pipe line or lines and to sell, let or otherwise dispose of or deal with such pipe line or pipe lines.

(h) To acquire, by gift, purchase or otherwise, from any person or corporation the right of way mentioned in the two preceding paragraphs hereof or any part thereof.

(i) To construct, carry out, maintain, improve, manage, work, control, and superintend, aid in or subscribe towards any roads, ways, tramways, bridges, tanks, pipe lines, reservoirs, watercourses, aqueducts, wharves, furnaces, sawmills, crushing works, hydraulic works, electrical works, heat and power supply works, refineries, factories, warehouses, shops, gas works and other works which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to, subsidize, or otherwise aid or take part in any such operations.

(j) To apply for purchase or otherwise acquire patent rights or inventions, license or concessions, trade marks, copyrights or secret processes, or privileges, or any kind or nature which may seem capable of being used for any of the purposes of the Company and which may seem calculated directly or indirectly to benefit the Company for any matter, article, or subject for manufacture in any way connected with any business for the time being carried on by the Company, and to use, exercise, experiment with, develop, improve, or turn the same to account by manufacturing or working, thereunder alone or jointly with others or by granting licenses in respect thereof, or otherwise.

(k) To purchase, take on lease or exchange, hire, or otherwise acquire, develop, sell or otherwise dispose of any real or leasehold property and any rights or privileges belonging thereto, which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain or alter any buildings or works necessary or convenient for the purpose of its business.

(l) To purchase, build, charter, affreight, hire, or let out for hire, or for chartering, or affreightment, and otherwise obtain possession of, and use and dispose and employ and turn to account for the benefit of the Company ships, lighters, boats and vessels of all kinds, mortgage, grant licenses, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.

(m) To clear, manage, farm, cultivate, irrigate, and otherwise work or use any lands for the time being belonging to the Company, and to deal with any farm or other products of any such lands, and to lay out sites for and to establish towns and villages on any such land, and to lay out land for building purposes, and to build on, improve, let on building lease, advance money to persons building on or otherwise develop the same in such manner as may seem expedient in the Company's interest.

(n) To contract for, negotiate and issue loans of every description, to invest money and particularly by way of advance or loan, with or without interest, to any person, persons, or corporation, upon the security of any property or security whatsoever.

(o) To acquire, work, and dispose of and deal in mines, metals, minerals, clay and other like substitutes and to acquire produce by cultivation, manufacture, trade, deal in, or otherwise turn to account any mineral or vegetable products.

(p) To acquire and carry on all or any part of the business or property, and to undertake any liabilities of any person, firm, association or company possessed of property, suitable for any purpose of the Company, or carrying on any business, which the Company is authorized to carry on, and as the consideration of the same, to pay cash or to issue any share, stocks or obligations of the Company.

(q) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined, and to lend money to such persons and upon such terms, either with or without security, as may seem expedient, and in particular to persons having dealings with the Company.

(r) To act as agents for the purchase, sale, improvement, development, management and dealing with property and business concerns and undertaking and general to transact and undertake all kinds of agency business.

(s) To enter into any arrangements with any government, rulers and authorities, supreme, local, or otherwise, that may seem conducive to the Company's interests, and to obtain from such governments, rulers and authorities, or take over from other persons or companies possessing the same, and any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out and utilize the same and to obtain or assist in obtaining any Acts of any Legislative Assembly, or any sanctions or orders of any such governments, rulers and authorities, which the Company may deem proper.

(t) To promote, form, organize and register, and to aid and assist in the promotion, formation, organization, and registration of any other company or companies, established for any one or more of the objects or purposes for which this Company is established, or for any other purpose or purposes whatsoever, and in particular for the purpose of acquiring, working or otherwise dealing with all or any of the property or business in which this Company is interested, with power to assist any such Company or companies by paying or contributing towards the preliminary expenses, or providing the



whole or part of the capital thereof, or by taking or subscribing for shares, preferred, ordinary or deferred therein, or by lending money thereto upon debentures, debenture stock or otherwise; and further to remunerate either in cash or fully paid shares or otherwise, the promoters or any persons assisting in the promotion of this or any other company; to pay out of the funds of the Company all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by the Company and to contract with any person, firm or company to pay the same and to pay brokerage, commission discount and other expenses to brokers and others, for underwriting, placing, selling, or guaranteeing the subscription of or issuing all or any of the shares or debentures or other obligations of the Company or of any other Company, so promoted, formed, established or registered by the Company, and so that the remuneration for such services may be paid or made in cash or by the issue of shares, debentures or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law and to charge any payment or remuneration aforesaid to capital or revenue; to pay out of the funds of the Company all or any of the expenses of and incident to the promotion, formation, organization, registration, advertising, and establishment of this or any other company, and to the issue and subscription of the share or loan capital, including brokerage and commissions for obtaining applications for or placing or guaranteeing the placing of the shares, or any debentures or debenture stock or other securities of this or any other company promoted, formed, established or registered by this Company, and also all expenses attending the issue of any circular, map, plan, notice, or the printing, stamping and circulating of proxies or forms to be filled up by the members of this or connected with this or any other company; and to undertake the management and secretarial or other work, duties and business of any company on such terms as may be determined and to give options or call on the unissued capital of this Company at par, or at such premiums as the Directors may from time to time think fit.

(u) To enter into partnership, or any arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any person or persons, partnership, association or corporation.

(v) To borrow or raise or secure the payment of money for the purposes of the Company in such manner and upon such terms as may seem expedient, and to secure the repayment thereof and of monies owing or obligations incurred by the Company, by debentures or debenture stock (such debentures or debenture stock being made payable to bearer or otherwise, and issuable or payable either at par or at a premium or discount), or by mortgages, scrip certificates, bills of exchange or promissory notes, or by any other instrument or in such other manner as may be determined and for any such purpose to charge all or any part of the property of the Company, both present and future, including its uncalled capital, and to allot the shares of the Company credited as fully or partly paid up, or debentures or debenture stock issued by the



Company as the whole or part of the purchase price for any property purchased by the Company or for any good or valuable consideration.

(w) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(x) To improve, manage, develop, exchange, lease machinery, implements, provisions and things capable of being used in connection with the Company's operations, or required by workmen, or others employed by the Company.

(y) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares partly or fully paid up and debentures, or securities or any other company, whether formed for the purpose of acquiring the undertaking of this Company or not, having its objects all or in part similar to those of this Company.

(z) To obtain any legislation from any Legislative Assembly for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, and to oppose any proceedings or applications before any Legislative Assembly or elsewhere, which may seem directly or indirectly contrary to the interests of the Company.

(aa) To effect insurance and pay premiums or become a member of any society or association for mutual assurance and pay calls or otherwise contribute to the funds of any such society or association.

(bb) To amalgamate with any other Company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase (for shares or otherwise) of all the shares or stock of this or such other Company as aforesaid, or by partnership, or in any other manner.

(cc) To apply the reserve fund or reserve funds of the Company for the purpose of providing for depreciation or losses, for special dividends, for equalizing dividends, for carrying out the objects of the Company for redeeming debentures, or to cover the loss on wear, tear, or other depreciation or diminution in value of any property of the Company, for the gradual liquidation of any debt or liability of the Company or for gradual liquidation of any debt or liability of the Company, or for repairing, improving, enlarging or maintaining any of the property of the Company, to cover risks or liabilities not insured against by the Company, or for such other purpose as shall be considered conducive to the interests of the Company, and any monies of the Company not for the time being required for the general purpose of the Company, in such stocks, funds, shares, securities or investments (other than shares in the Company) (although not of a nature authorized by law for the investment of trust funds), as the Directors may think fit, and from time to time to vary such investments, and to deposit any monies or securities of the Company with any other company or association.

(dd) To provide for the welfare of the persons in the employment of the Company or formerly engaged in any business acquired by the Company, and the wives, widows, families and dependents of such persons, by grants of money, pensions, or other payments, and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other assistance, as the Company shall think fit, and to form, subscribe to or otherwise aid benevolent, religious, scientific, notional or other institutions, exhibitions or objects, which shall have any moral or other claims to support or aid by the Company by reason or the locality or its operations or otherwise.

(ee) To invest in real or personal estate, rights or interests acquired by or on behalf of the Company or in which the Company may have an interest in the name of any person or persons on behalf of or for the benefit of the Company and with or without any declared trust in favor of the Company.

(ff) To remunerate so far as by law allowed any party or persons for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.

(gg) To make donations to any persons or for any objects, grant, donations or allowances, and subscribe or guarantee money for charitable or benevolent objects, or for any institution, or for any public general or benevolent purpose and provide for the welfare of the employees of the Company and others and their dependents by the provision or support of dwellings, schools, infirmaries, hospitals, clubs, institutes and the like.

(hh) The objects specified in each of the paragraphs in this Memorandum shall be regarded as independent objects, and accordingly shall be in no wise limited or restricted (except when otherwise expressed in such paragraph), by reference to the objects indicated in any other paragraph, or in the name of the Company, but may be carried out in as full and ample a manner, and construed in as wide a sense, as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

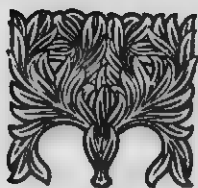
(ii) To do all or any of the above things in any part of the world, and either as principals or agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents subcontractors, trustees or otherwise.

4. The liability of the members is limited.

5. The capital of the company is One Million (\$1,000,000) Dollars, divided into One Million (1,000,000) shares of One (\$1.00) Dollar each. The Company shall have power to increase, reduce, consolidate, or subdivide its capital and to issue any part of its capital (original or increased) with any such right of preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued, or at such a premium or with such deferred right

as compared with any shares previously issued on them about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by resolution determine.

(jj) PROVIDED that nothing herein contained shall be deemed to confer upon the Company any power to which the jurisdiction of the Legislature of the Province of Alberta, does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes; and all the powers in the said Memorandum of Association contained shall be exercisable, subject to the provisions of the laws in force in Alberta, and regulations made thereunder in respect of the matter therein referred to and especially with request to the construction and operation of railways, telephones and telegraph lines, the business of insurance and any other business with respect to which special laws and regulations may now or may hereafter be put in force



## ARTICLES OF ASSOCIATION AND REGULATIONS FOR THE MANAGEMENT OF THE COMPANY

The Articles of the Association of the FIDELITY OIL & GAS COMPANY, LIMITED, shall be the regulations contained in Table "A" in the first schedule to the "Companies Ordinance" being Chapter 20 of the Ordinance of 1901 of the North West Territories, with the following modifications, variations and additions.

There shall be after Clause 10 of the said regulations the following words: "or upon which the Company has a lien."

After Clause 22 of the said regulations there shall be inserted the following clauses designed as "22A," "22B," "22C" and "22D."

22A. The Company shall have the first and paramount lien upon all the shares other than fully paid up shares registered in the name of each member, whether solely or jointly with others for his debts, liabilities and negotiations solely or jointly with any other person to or with the Company whether the period for payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such share. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, upon such shares.

22B. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they may think fit, but no sale shall be made until such period as aforesaid shall have arrived and until such notice in writing, of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or negotiations for seven days after such notice.

22C. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements and the residue, if any, shall be paid to such member, his executors, administrators or assigns.

22D. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the directors may cause the purchaser's name to be entered in the register in respect to the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of the person aggrieved by the sale shall be in damages only and against the Company exclusively.

Clause 44 of the said regulations shall be struck out and the following substituted therefor:

44. On a show of hands every member present in person shall have one vote and upon poll every member present in person or by proxy shall have one vote for every share held by him.

Clause 52 of the said regulations shall be struck out and the following substituted therefor:

52. Unless and until otherwise determined by a general meeting the number of directors shall be seven and the qualifications of a director shall be the holding of ten shares in the Company's capital. The subscribers to the Memorandum of Association shall be the Provincial Directors of the Company and shall hold office until their successors are appointed, and Provisional directors shall be entitled to exercise all the powers conferred upon the Directors of this Company by these articles or otherwise notwithstanding that their number may not be seven as hereinbefore provided for and a majority of the Provisional Directors shall be a quorum.

At the first directors' meeting after the election of directors in any year the directors shall appoint a President, Vice-President, Secretary and Treasurer from amongst their number. The President shall be chairman of all Directors' and Shareholders' meetings or in his absence the Vice-President, and in the absence of both the meeting may appoint a chairman pro tem.

After Clause 55 of said regulations there shall be inserted the following:

55A. At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up as may be agreed upon.

55B. To secure the fulfilment of any contracts or agreements entered into by the Company by mortgage or charge of all or any of the property of the Company or in such manner as they may think fit.

55C. To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services, as they may from time to time think fit, (and fix their shares or emoluments and to fix the security in such instances and of such amounts as they may think fit.

55D. To accept from any member on such terms and conditions as may be agreed a surrender of his share or stock or any part thereof.

55E. To institute, conduct, defend, compound or abandon any civil legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction, of any debts due or any claims or demands by or against the Company.

55F. To determine who shall be entitled to sign on the Company's behalf bills of exchange, notes, hypothecations, receipts, acceptances, endorsements, cheques, leases, contracts and documents generally.

55G. To invest and deal with any moneys of the Company not immediately required for the purposes thereof upon security (not being shares in this Company) and in such manner as they may

think fit and from time to time to vary and realize on such investments or any of them.

55H. To give any person employed by the Company a commission of the profits of any particular business or transaction or a share in the general profits of the Company, and such commission or share in the general profits shall be treated as part of the working expenses of the Company.

55I. And from time to time to make, vary and repeal bylaws for the regulations of the business of the Company, the appointment and regulations of its officers, servants and employees.

55J. To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on the behalf of the Company for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company as they may consider expedient.

Clause 57 of the said regulations shall be struck out and the following substituted therefor:

57. The office of director shall be vacated: if he becomes insolvent; if by notice in writing to the Company he resigns his office. A director of the Company may hold any other office or place of profit under the Company or may participate in the profits of any contract with the Company without vacating his office as director.

After Clause 71 of the said regulations there shall be inserted the following clause, designated as "Clause 71A":

71A. The directors may from time to time appoint one or more of their body to be a managing-director or managing directors of the Company either for a fixed period or without limitations as to the period for which he or they is or are to hold office, and may from time to time remove or dismiss him or them from office or appoint another or others in his or their place, subject to the provisions of any contract of such Managing Director with the Company. A Managing Director shall not while he continued to hold office be subject to retirement by rotation of retirement of directors, but he shall be subject to the provisions of any contract between him and the Company be subject to the same provision as to the resignation and removal as other directors of the Company, and if he ceases to hold the office of director from any cause, he shall ipso facto and immediately cease to be a Managing Director. The remuneration of a Managing Director shall from time to time be fixed by the directors and may be by salary or by commission or participation in profits or by and all of these modes.

The directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the directors as they may think fit and to be exercisable for such objects and such purposes and upon such terms and conditions and with such restrictions as they may think fit, and they may confer such powers either collaterally with or to the exclusion of and in substitution for any or all of the powers of the directors in that behalf and may from time to time revoke, withdraw, alter or

vary any of such powers. The said powers shall be conferred by by-law but such by-law shall not require the sanction of the shareholders in general meeting.

After Clause 85 of the said regulations there shall be inserted the following clauses:

86. If the Company shall at any time offer any of its shares to the public for subscription the directors may exercise the powers conferred upon this Company by Section 111 of the Companies' Ordinance, but so that the commission shall not exceed twenty-five per cent. (25 per cent.) of the par value of the lot of shares first offered to the public for subscription and shall not exceed Thirty per cent. (30 per cent.) of the par value of the shares at any time subsequently offered to the public for subscription.

87. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

88. The business of the Company may be commenced as soon after the incorporation of the Company as the directors shall think fit and notwithstanding that part only of the shares may have been allotted.

89. Certificates or titles to shares shall be issued under the seal of the Company and shall be signed by the President and Secretary of the Company or by the President and some other officer of the Company appointed by the directors for that purpose.

90. Seven clear days' notice shall be given of shareholders' meetings and two clear days notice of directors' meetings. Any resolution of directors signed by all the directors of the Company, shall be as valid and effectual as if such resolution had been adopted at a meeting of directors duly called for the purpose of passing such resolution.

91. Shares in the Company shall be transferrable without any consent of the directors of the Company.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectfully agree to take the number of shares in the capital of the Company set opposite our respective names.

| Names, Addresses and Descriptions<br>of Subscribers. | Number of Shares<br>taken by<br>Subscriber |
|--|--|
| Harold A. Simpson, Calgary, Alberta,<br>Broker.      | One  |
| Laughan Dale Simpson, Calgary, Alberta,<br>Rancher.  | One  |
| William R. Richardson, Calgary, Alberta<br>Merchant. | One  |

DATED the 16th day of May, A.D. 1914.

WITNESS:

(Signed) "J. J. MacDONALD."

Calgary, Alberta.



(a) The articles of Association fix the number of shares necessary for qualification as a Director at ten.

(b) The names, addresses, and occupations of the Directors of the Company and the number of shares held or agreed to be taken by them respectively are as follows:—

H. A. Simpson, Calgary, Alberta - - 1000 shares  
Broker.

Frank Cashman, Calgary, Alberta - 1000 shares  
Merchant.

G. M. Hodges, Calgary, Alberta - - 1000 shares  
Merchant.

P. T. Richardson, Calgary, Alberta - 1000 shares  
Merchant.

J. J. MacDonald, Calgary, Alberta - 1000 shares  
Barrister.

W. R. Richardson, Calgary, Alberta - 1000 shares

Richard Bate, Calgary, Alberta - - 1000 shares  
Solicitor.

None of the shares held by the said Directors are taken otherwise than in their own right as beneficial owners.

(c) The minimum subscription on which the directors may proceed to commence business is Fifty thousand (50,000) shares. The amount payable on application and allotment of each share is the par value of the shares, making the total paid in as a minimum subscription fifty thousand dollars (\$50,000).

(d) There are one hundred and fifty thousand (150,000) shares issued as fully paid up otherwise than in cash. The consideration for which said shares have been issued is the promotion of the said Company and the disbursements, legal and other expenses in connection with the organization thereof.

(e) The Company has purchased from The Producers Oil & Gas Company, Limited, organized under the laws of the Province of Alberta, in consideration of Four Hundred thousand (400,000) shares of stock in the Company at par value, the following leasehold properties, covering the rights for mining, prospecting and operating for oil, petroleum and natural gas, being the South Half of Section Twenty-two (22), in Township Twenty (20), Range Twenty-eight (28), West of the 4th Meridian, in the Province of Alberta; the West Forty (40) acres of the South Half of the South West Quarter of Section Nine (9), in Township Twenty (20), Range Two (2), West of the Fifth Meridian, in the said Province, as well as certain of the surface rights of the said land; the East Forty (40) acres of the most Southerly Eighty (80) acres of the South Half of Section Thirty-two (32), in Township Nineteen (19), Range Three (3), West of the Fifth Meridian, in the said Province, subject to the rents thereby reserved, and the covenants and conditions therein contained.

(f) The amount paid for the above described leases and properties is Four Hundred Thousand (400,000) shares in the Company fully paid up and non-assessable, there being no cash paid or payable therefor or for any good will thereof.

(g) The amount payable as commission for procuring or agreeing to procure subscriptions for any shares in the Company is a sum not greater than Twenty-Five (25 per cent) of the selling value of said shares of stock.

(h) The amount estimated for preliminary expenses is One Thousand Five Hundred (\$1,500) Dollars, including all expenses prior to the commencement of active operations.

(i) The amount intended to be paid the promoters in consideration of their undertaking the promotion, of the Company together with assuming the legal and other expenses in connection therewith, is One Hundred and Fifty Thousand fully paid shares of stock in the Company.

(j) The amount intended to be reserved for working capital is One Hundred Thousand (100,000) shares.

(k) The dates, parties, and purport of the only material contract entered into by the Company bears date of the 18th day of May A.D. 1914, by which the Company agreed to purchase from The Producers Oil & Gas Company, Limited, a lease from the Dominion Government of the Petroleum and Natural Gas rights in, on or under the South Half of Section Twenty-two (22), in Township Twenty (20), Range Twenty-eight (28), West of the Fourth Meridian, in the Province of Alberta, subject to the rent thereby reserved, and the conditions therein contained; and also the Petroleum and Natural Gas rights in, on or under the West Forty (40) acres of the South Half of the South-west Quarter of Section Nine (9), in Township Twenty (20), Range Two (2), West of the Fifth Meridian, and also certain of the surface rights of the said land; and also the lease from the Dominion Government of the Petroleum and Natural Gas rights in, on or under the West Forty (40) acres of the most Southerly Eighty (80) acres of the South Half of Section Thirty-two (32), in Township Nineteen (19), Range Three (3), West of the Fifth Meridian, in the Province of Alberta, subject to the rent thereby reserved and the covenants and conditions therein contained.

Copies of the aforesaid contract, all papers, plans and information may be seen and obtained at the Head Office of the Company, 102 Ninth Avenue West, Calgary, Alberta, between the hours of 10 a. m. and 5.00 p.m. daily, except Sundays.

(l) Messrs. Williams & West, 63 McDougall Block, Calgary, Accountants, are the Auditors of the Company.

(m) No director of the Company has any interest in the property already acquired or proposed to be acquired by the Company. No sum or sums of money have been paid or agreed to be paid to any Director of the Company, either in cash or in shares by any person either to qualify him as a director or otherwise for services rendered by him in connection with the formation of the Company.

**DATED** at the City of Calgary, in the Province of Alberta, this 18th day of May A.D. 1914, and issued the 20th day of May A.D. 1914.

H. A. Simpson, Calgary, Alberta, Broker.  
Frank Cashman, Calgary, Alberta, Merchant.  
G. M. Hodges, Calgary, Alberta, Merchant.  
P. L. Richardson, Calgary, Alberta, Merchant.  
J. J. MacDonald, Calgary, Alberta, Barrister.  
W. R. Richardson, Calgary, Alberta, Merchant  
Richard Bate, Calgary, Alberta, Solicitor.

**Directors of**

The Fidelity Oil & Gas Company, Limited.  
(Non-Personal Liability)

**WITNESS** to all the signatures hereto subscribed:

WILBUR A. MacMULLEN,  
Calgary, Alberta.





  
LEWIS & CLARK  
WARRANT

